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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

[illegible]

COMPLAINT

Complaint
Rambler Air, LLC v. MonoCoque Diversified Interests, LLC., Case No 3:21-cv-
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Plaintiff Rambler Air, LLC (“Rambler Air”), by and through its undersigned attorneys, for its Complaint against Defendant MonoCoque Diversified Interests, LLC (“MDI”) hereby alleges as follows:

NATURE OF THE CASE

1. This is a case for breach of contract for failure to return deposits made by Rambler Air to MDI for aircrafts that Rambler Air would lease from MDI. However, MDI never delivered those aircrafts, nor did Rambler Air take technical acceptance of the aircrafts from MDI. As such, the deposit amounts are required to be returned Rambler Air, which MDI has failed to do.

PARTIES

2. The Plaintiff Rambler Air is an Alaska limited liability company with its principal place of business at 4551 Aircraft Drive, Suite 226, Anchorage, Alaska 99502.

3. Defendant MDI is a Texas limited liability company with its principal place of business at 920 Congress Avenue, Suite 100, Austin, Texas 78701.

JURISDICTION AND VENUE

4. Rambler Air re-alleges and incorporates by reference paragraphs 1 to 3 of the Complaint.

5. Rambler Air is an Alaskan limited liability company formed under the laws of Alaska and has its principal place of business in Alaska. “[T]he citizenship of an LLC is determined by the citizenship of all of its members.” *Johnson v. Columbia Props. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006). Rambler Air’s sole member is Active

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Aero Group, Inc. (“Active Aero Group”). Active Aero Group is incorporated in Delaware and has its principal place of business in Michigan. Thus, Rambler Air is a Delaware and Michigan citizen for diversity purposes.

6. MDI is a Texas limited liability company formed under the laws of Texas and has its principal place of business in Texas. “[T]he citizenship of an LLC is determined by the citizenship of all of its members.” *Johnson*, 437 F.3d at 899. MDI’s members are Mary Alice Keyes and Sean Leo Nadeau. Ms. Keyes and Mr. Nadeau are Texas citizens because that is the state of their domicile. *See Kanter v. Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001) (“The natural person’s state citizenship is then determined by her state of domicile.”).

7. Rambler Air is completely diverse from MDI. Further, the amount in controversy is greater than \$75,000.00, exclusive of interest and costs. Accordingly, the Court has jurisdiction under 28 U.S.C. § 1332(a).

8. The Court has personal jurisdiction over MDI under Alaska’s long-arm statute, Alaska Stat. § 09.05.015, because MDI had substantial contacts with Alaska related to the allegations herein, because MDI engaged in substantial and not isolated activities in Alaska, and because MDI promised to deliver goods, documents of title, or other things of value to Rambler Air in Alaska as described more fully below. The Court’s exercise of personal jurisdiction over MDI also comports with due process because MDI purposefully directed conduct at Alaska, Rambler Air’s injuries arise out of MDI’s contacts with the forum state, and exercise over MDI comports with fair play and substantial justice.

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9. Venue is proper in the District of Alaska under 28 U.S.C. § 1391 because a substantial portion of the events or omissions giving rise to this lawsuit occurred in this district and because those events have a nexus to Rambler Air's claims.

FACTS

NEGOTIATIONS FOR AIRCRAFTS BETWEEN RAMBLER AIR AND MDI

10. Rambler Air re-alleges and incorporates by reference paragraphs 1 to 9 of the Complaint.

11. In early 2021, Rambler Air entered negotiations with MDI to lease three used aircrafts to Rambler Air: (1) a 1993 Beech Aircraft Corporation aircraft M/S/N UE-67; (2) a 1995 Beech Aircraft Corporation aircraft M/S/N UE-161; (3) a 1996 Beech Aircraft Corporation aircraft M/S/N UE-258 (if referred to collectively, the "Beech Aircrafts"). MDI was responsible for procuring, delivering, and leasing the Beech Aircrafts to Rambler Air.

12. On or around March 15, 2021, Rambler Air and MDI executed three separate Letters of Intent ("LOIs") specific to each aircraft. The LOIs governed the procurement, delivery, and acceptance of the aircrafts. The LOIs contained substantially similar terms.

13. The LOIs did not govern the lease of the Beech Aircrafts. After executing the LOIs, Rambler Air and MDI subsequently continued negotiations for the terms of the leases for the Beech Aircrafts.

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THE LOIs

14. Each LOI contained express terms governing the delivery and acceptance of the Beech Aircrafts from MDI to Rambler Air, which were the same in each LOI.

15. The LOIs also contained a “Good Faith Deposit; Security Deposit” provision. The provision provided:

[Rambler Air] will pay \$50,000.00 to [MDI] upon execution of this LOI to be held as security for [Rambler Air’s] performance hereunder (the ‘Good Faith Deposit’). The Good Faith Deposit will be refundable until [Rambler Air] takes Technical Acceptance and thereafter will be refundable only if [MDI] fails to deliver the Aircraft after execution of the Lease. Upon execution of the Lease, [Rambler Air] will fund an additional \$150,000.00 to [MDI] to be held as [Rambler Air’s] Security Deposit of \$200,000.00 under the Lease (the ‘Security Deposit’). The handling and any return of the Security Deposit will be addressed in the final Lease documentation.

16. In April 2021, Rambler Air paid the refundable Good Faith Deposits to MDI, which totaled \$150,000 (\$50,000.00 for each aircraft).

17. Following the execution of the LOIs and Rambler Air’s payment of the refundable Good Faith Deposit, the parties continued to negotiate lease terms for the Beech Aircrafts. Due to the extended negotiations over the lease terms, Rambler Air and MDI amended the LOIs so that Rambler Air would make an additional deposit payment of \$150,000.000 for each aircraft in advance of the leases being finalized and executed.

18. On June 4, 2021, Rambler Air wire transferred the additional deposit payments to MDI, which totaled \$450,000 (\$150,000 for each aircraft).

19. Thus, as of June 4, 2021, Rambler Air had provided deposit payments totaling \$600,000 (\$200,000 for each aircraft).

20. MDI and Rambler Air never executed any lease agreements for the Beech Aircrafts as lease terms could not be agreed upon.

21. MDI never delivered any aircraft to Rambler Air. Further, Rambler Air never took technical acceptance of the aircrafts from MDI, which means that under the “Good Faith Deposit; Security Deposit” provision, the deposits are fully refundable.

22. MDI has not returned any of the \$600,000 in deposit amounts to Rambler Air, even though MDI failed to provide the Beech Aircrafts as required under the LOIs and Rambler Air never took technical acceptance of the aircrafts from MDI.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT

23. Rambler Air realleges and incorporates by reference paragraphs 1 to 22 of its Complaint.

24. Rambler Air and MDI were both parties to the LOIs and subsequent amendments. These LOIs and amendments were contracts.

25. Per the LOIs and subsequent amendments, Rambler Air has performed its obligations under these contracts. This includes, but is not limited to, Rambler Air making payments to MDI in the form of the above-detailed deposits, totaling \$600,000.

26. MDI has breached the contracts by failing to perform its obligations. This includes, but is not limited to, MDI’s failure to deliver the Beech Aircrafts to Rambler Air and failing to return the deposits.

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27. MDI's breaches of the contracts are the direct and proximate cause of Rambler Air's damages.

SECOND CAUSE OF ACTION

BREACH OF THE IMPLIED DUTY OF GOOD FAITH AND FAIR DEALING

28. Rambler Air realleges and incorporates by reference paragraphs 1 to 28 of its Complaint.

29. Every contract imposes the duty of good faith and fair dealing in its performance and enforcement.

30. Rambler Air and MDI were parties to the LOIs and subsequent amendments. These LOIs and amendments were contracts.

31. MDI breached the duty of good faith and fair dealing owed to Rambler under the LOIs and amendments by failing to carry out the essential purpose of the contracts.

32. As a direct and proximate cause of MDI's acts, Rambler Air has been damaged.

THIRD CAUSE OF ACTION

UNJUST ENRICHMENT (ALTERNATIVE TO BREACH OF CONTRACT)

33. Rambler Air realleges and incorporates by reference paragraphs 1 to 32 of its Complaint.

34. Rambler Air made various payments to MDI, including payments totaling \$600,000 for the deposit amounts. As a result, MDI was enriched.

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35. It is against equity and good conscience to permit MDI to retain the payments. Rambler Air made payments in good-faith and as security for the delivery, acceptance, and lease of the Beech Aircrafts to Rambler Air. Yet, MDI failed to provide the Beech Aircrafts.

36. Accordingly, even if MDI did not breach the contracts between it and Rambler Air, MDI has been unjustly enriched by Rambler Air's payments, and MDI should not be permitted to retain the payments, or any other benefits, provided by Rambler Air.

37. As a result of the unjust benefit conferred upon MDI, Rambler Air has suffered damages.

FOURTH CAUSE OF ACTION

PROMISSORY ESTOPPEL (ALTERNATIVE TO BREACH OF CONTRACT)

38. Rambler Air realleges and incorporates by reference paragraphs 1 to 38 of its Complaint.

39. In executing the LOIs and subsequent amendments, MDI made a sufficiently clear and unambiguous promise to procure, deliver, and lease the Beech Aircrafts to Rambler Air.

40. Based upon the LOIs and subsequent amendments, Rambler Air reasonably relied upon the promise made by MDI to procure, deliver, and lease Beach Aircrafts to Rambler Air in making deposit amount payments.

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41. Even if MDI did not breach the contracts between it and Rambler Air, because Rambler Air made payments to MDI in reasonable reliance upon its promises, Rambler Air has sustained damages.

PRAYER FOR RELIEF

WHEREFORE, Rambler Air, as Plaintiff, respectfully requests that this Court enter judgment against MDI as follows:

- a. For an award of damages caused by MDI's breach of contract, which includes, but is not limited to, Rambler Air's \$600,000.00 payment to MDI for the deposit payments.
- b. For an award of damages caused by MDI's breach of the duty of good faith and fair dealing.
- c. For an award of damages caused by MDI's unjust enrichment at Rambler Air's expense, which includes, but is not limited to, Rambler Air's \$600,000.00 payment to MDI for the deposit payments.
- d. For an award of damages caused by MDI under promissory estoppel, which includes, but is not limited to, Rambler Air's \$600,000.00 payment to MDI for the deposit payments.
- e. For an award of punitive damages against MDI.
- f. For an award of Rambler Air's reasonable attorneys' fees, costs, and interest.
- g. For such other relief as the court may deem appropriate.

JURY DEMAND

Rambler Air demands a trial by jury on all issues properly tried to a jury.

DATED this 21st day of October 2021 at Anchorage, Alaska.

RICHMOND & QUINN

By /s/ Rebecca A. Lindemann

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**Pro hac vice applications to be submitted*

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